

otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands

Lenah A. VanVoorhis Templin
Olin Templin.

State of Kansas, County of Douglas, SS.

On this 10th day of May 1916, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Lenah A. VanVoorhis Templin and Olin Templin, her husband to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.

My commission expires MARCH 11, 1920 (SEAL) Arthur M. Spalding, Notary Public.

Recorded MAY 10th., A.D. 1916, at 11:05 o'clock A.M.

Hoyd L. Lawrence
Register of Deeds,
Geo. C. Metzger
Deputy.

THIS INDENTURE, Made this 18th day of April in the year of our Lord one thousand nine hundred and sixteen, by and between W. C. Markham and Carrie H. Markham, his wife of the County of Douglas and State of Kansas, parties of the first part, and The Trustees of Baker University of Baldwin City Kansas parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to _____ heirs and assigns, forever, all of the following-described land tract, piece, or parcel of land, lying and situate in Baldwin City, County of Douglas and State of Kansas, to wit:

The North half of Lots one hundred and twenty two (122) one hundred and twenty four (124) and one hundred and twenty six (126) Indiana Street.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part of the second part, and to _____ heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said part _____ of the second part, _____ heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST. Said W. C. Markham and Carrie H Markham justly indebted unto the said part of the second part in the principal sum of Four Thousand Dollars, lawful money of the United States of America, being for a loan thereof, made by the said part of the second part to the said W. C. Markham and Carrie H. Markham and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered, executed and delivered by the said W. C. Markham and Carrie H. Markham bearing date April 18, 1916, and payable to the order of the said five years after date, at Baldwin City, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 18th days of April and October in each year, and 10 per cent. per annum after maturity, the installment of interest being further evidenced by 10 coupons attached to said principal note, and of even date therewith, and payable to the order of said at Baldwin City Ks.

SECOND. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said part__ of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

THIRD. Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premise in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Six thousand Dollars; less, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the part of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become